

**BellSouth Telecommunications, Inc.**

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April 29, 2005

Mr. Charles Terreni  
Chief Clerk of the Commission  
Public Service Commission of South Carolina  
Post Office Drawer 11649  
Columbia, South Carolina 29211

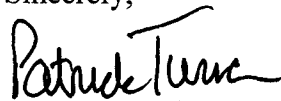
Re: BellSouth Telecommunications, Inc. Transit Traffic Tariff 2005-50  
Docket No.: 2005-63-C

Dear Mr. Terreni:

Enclosed for filing are the original and ten copies of BellSouth Telecommunications, Inc.'s Notice of Filing of Revision to Tariff in the above-referenced matter.

By copy of this letter, I am serving all parties of record with a copy of this notice as indicated on the attached Certificate of Service.

Sincerely,



Patrick W. Turner

PWT/nml

Enclosure

cc: All Parties of Record  
DM5 #583616

BEFORE THE  
PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA

IN RE: BellSouth Telecommunications, Inc. Transit  
Traffic Tariff 2005-50

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)  
) Docket No. 2005-63-C  
)  
)

**NOTICE OF FILING OF REVISION TO TARIFF**

As a courtesy, BellSouth Telecommunications, Inc. ("BellSouth") respectfully informs all parties to this docket that BellSouth filed the tariff revision that is attached hereto as Exhibit A with the Public Service Commission of South Carolina today.


In Section A16.1.2.A of the revised tariff, BellSouth has added language to clarify that the rates in the tariff will apply only to those telecommunications service providers that do not have an interconnection agreement with BellSouth that provides for payment of transit traffic service. This language also states that charges in this tariff will not apply to any carrier who has an expired interconnection agreement providing for payment of transit traffic service provided that carrier is engaged in ongoing negotiations or arbitration for a new interconnection agreement and the former agreement provides for continuing application during that period.

BellSouth has engaged in discussions regarding this tariff with parties who have sought to intervene and raise issues regarding the application of the tariff. BellSouth has fashioned the revised tariff language in an attempt to resolve the concerns of those parties. In addition to these changes in the tariff, BellSouth states that it will not assert that regulatory approval of this tariff constitutes a finding that resolves the issue of whether or not BellSouth has an obligation to

provide cost-based transit traffic service pursuant to a negotiated or arbitrated interconnection agreement in accordance with 47 USC §§ 251 and 252.

Respectfully submitted this 29th day of April, 2005.

BELLSOUTH TELECOMMUNICATIONS, INC.

A handwritten signature in cursive script, reading "Patrick W. Turner", is positioned above a horizontal line.

PATRICK W. TURNER

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583575

# EXHIBIT A



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Vice President  
Business Development and Governmental Relations

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803 401-2252  
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April 29, 2005

Mr. Charles L. A. Terreni  
Chief Clerk/Administrator  
Public Service Commission of South Carolina  
Columbia, South Carolina 29211

Dear Mr. Terreni:

Attached for filing with the Commission is the following page:

General Subscriber Service Tariff

Section A16 - Second Revised Page 1

I am also providing a copy of this letter and its attachments to the Executive Director of the Office of Regulatory Staff today.

In lieu of briefly explaining this filing in this letter, BellSouth respectfully submits an explanation of this filing in the attached "Sample Notice of Filing," which is based on the document that recently was posted on the Commission's website. Although it is not clear that such a Notice is required for tariff filings like this one, BellSouth hopes the attached Notice will be useful to the Commission.

Yours very truly,

  
Vice President

Attachment

CC: Joe Rogers, ORS

## A16. TELECOMMUNICATIONS SERVICE PROVIDER SERVICES

### A16.1 Transit Traffic Service

#### A16.1.1 Terms and Definitions

- A. Telecommunications Service Provider - a provider of local and/or access telecommunications service who is legally certified to provide service within the state of South Carolina, or is licensed by the Federal Communications Commission (FCC) to provide Commercial Mobile Radio Service (CMRS). For purposes of this tariff, this definition includes, but is not limited to, CMRS providers, Competitive Local Exchange Carriers (CLECs) and Independent Telephone Companies (ICOs).
- B. Transit Traffic - Local Traffic originating on one Telecommunications Service Provider's network that is delivered by BellSouth to a different Telecommunications Service Provider's network for termination.
- C. Transit Traffic Service - BellSouth's provision of the functions to allow a Telecommunications Service Provider to send and receive Transit Traffic.
- D. Local Traffic - for purposes of this tariff;
  - 1. For wireline-to-wireline traffic, Local Traffic is any intraLATA circuit switched call transiting BellSouth's network that originates from and terminates to carriers other than BellSouth, and for which BellSouth does not collect toll charges or access charges, either directly or indirectly, as the intraLATA toll provider for the end user. This traffic includes ICO-to-ICO traffic, CLEC-to-ICO traffic, ICO-to-CLEC traffic, and CLEC-to-CLEC traffic; or
  - 2. For wireless-to-wireless traffic, wireline-to-wireless traffic, and wireless-to-wireline traffic, Local Traffic is any circuit switched call originating from and terminating to carriers other than BellSouth and transiting BellSouth's network that originates and terminates within the same Major Trading Area (MTA), subject to BellSouth's LATA restrictions. An MTA is the largest FCC-authorized wireless license territory which serves as the definition of local service area for CMRS traffic as defined in 47 C.F.R. 24.202(a). This traffic includes, but is not limited to, CMRS-to-CMRS, CMRS-to-ICO, ICO-to-CMRS, CLEC-to-CMRS and CMRS-to-CLEC calls.

#### A16.1.2 Rules and Regulations

- A. This tariff provides the rates, terms and conditions for BellSouth's provision of Transit Traffic Service. *Pursuant to this tariff, charges for Transit Traffic Service in this tariff shall apply only to those Telecommunications Service Providers that do not have an interconnection agreement with BellSouth providing for payment for Transit Traffic Service for any particular type of Transit Traffic as describe in A16.1.2.B. below. Charges for Transit Traffic Service in this tariff shall not be applied to any carrier who has an expired interconnection agreement providing for payment for Transit Traffic Service if the carrier is engaged in ongoing negotiation or arbitration for a new interconnection and the former agreement provides for continuing application during that period.* (C)
- B. If Transit Traffic is specifically addressed in a separate agreement between BellSouth and the originating Telecommunications Service Provider, then the rates, terms and conditions contained in that separate agreement will apply in lieu of this tariff. If such separate agreement is limited to certain types of traffic or carriers, then the separate agreement will apply to those traffic types or carriers, and this tariff will continue to apply to any traffic types and carriers not covered under the separate agreement.
- C. BellSouth offers Transit Traffic Service only for Transit Traffic that is intended to terminate to a Telecommunications Service Provider whose network is directly interconnected with BellSouth's network. Where BellSouth accepts Transit Traffic from a Telecommunications Service Provider, BellSouth is not liable or responsible for payment to the terminating carrier. Such payment is the sole responsibility of the originating Telecommunications Service Provider. By utilizing BellSouth's Transit Traffic Service for the delivery of Transit Traffic, the originating Telecommunications Service Provider is committing to establishing a traffic exchange agreement or other appropriate agreement to address compensation between the originating Telecommunication Service Provider and the terminating carrier(s).
- D. Notwithstanding anything in C. preceding to the contrary, in the event that the terminating Telecommunications Service Provider imposes on BellSouth any charges or costs for the delivery of Transit Traffic, the originating Telecommunications Service Provider utilizing BellSouth's Transit Traffic Services pursuant to this tariff shall reimburse BellSouth for such charges or costs.
- E. BellSouth, as the tandem switching provider for Transit Traffic, will generate and deliver to the terminating Telecommunications Service Provider industry standard call detail records, where available, for its use in billing the originating Telecommunications Service Provider for the termination of Transit Traffic. Notwithstanding the foregoing, unavailability of such call detail records does not relieve the originating Telecommunications Service Provider of its obligation to pay the charges for Transit Traffic Service as specified in this tariff, nor does it create any liability to the terminating Telecommunications Service Provider on the part of BellSouth.

**PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA  
COLUMBIA, SOUTH CAROLINA**

**PROPOSED NOTICE OF FILING**

**BRIEF DESCRIPTION OF THE PLEADING (*Relief the Company is Seeking from the Commission*):**

BellSouth is not filing a pleading or seeking relief from the Commission. Instead, BellSouth is making a revision to a previously-filed tariff. In Section A16.1.2.A of the revised tariff, BellSouth has added language to clarify that the rates in the tariff will apply only to those telecommunications service providers that do not have an interconnection agreement with BellSouth that provides for payment of transit traffic service. This language also states that charges in this tariff will not apply to any carrier who has an expired interconnection agreement providing for payment of transit traffic service provided that carrier is engaged in ongoing negotiations or arbitration for a new interconnection agreement and the former agreement provides for continuing application during that period.

**STATUTORY OR OTHER LEGAL AUTHORITY UNDER WHICH PLEADING IS FILED:**

BellSouth is making this tariff filing pursuant to S.C. Code Ann. §58-9-576.

**IF THE PLEADING IS A RATE CASE AFFECTING THE GENERAL BODY OF SUBSCRIBERS, LIST ALL CURRENT AND PROPOSED RATES AND ANY OTHER CHANGES TO THE COMPANY'S TARIFF CURRENTLY ON FILE WITH THE COMMISSION:**

BellSouth's tariff filing is not a rate case, it does not change any existing rate, and it does not affect the general body of subscribers.

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

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CERTIFICATE OF SERVICE

The undersigned, Nyla M. Laney, hereby certifies that she is employed by the Legal Department for BellSouth Telecommunications, Inc. ("BellSouth") and that she has caused BellSouth Telecommunications, Inc.'s Notice of Filing of Revision to Tariff in Docket No. 2005-63-C to be served upon the following this April 29, 2005:

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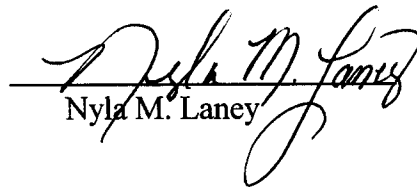
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Nyla M. Laney

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